



Knysna

Municipality • Munisipaliteit • uMasipala
INCLUSIVE. INNOVATIVE. INSPIRED.

TENDER NUMBER:		T 06 of 2026/27	
TENDER DESCRIPTION:		HIRE OF PLANT AND EQUIPMENT ON AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS	
CLOSING TIME:		CLOSING DATE:	12 AUGUST 2026
Tender Box at: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING, QUEEN STREET KNYSNA 6570		NB: 1. All bids must be submitted on the official forms – (not to be re-typed) 2. Bids must be completed in black ink in writing 3. No use of tippex is allowed 4. Scanned bid document in the USB must also be submitted 5. No bids will be considered from persons in the service of the state	
Name of Bidder:			
Tendered Amount:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
CSD Supplier number			
CSD Unique reference number			

B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

**Signature of Knysna Municipality Officials at
Tender Opening**

1.

2.

MBD1

KNYSNA MUNICIPALITY									
TENDER NOTICE AND INVITATION TO BID									
DETAILS OF TENDERER									
NAME OF BIDDER:									
TRADING AS (if different from above):									
STREET ADDRESS:									
		City/Town				Code			
POSTAL ADDRESS:									
		City/Town				Code			
CONTACT PERSON:									
ENTERPRISE REGISTRATION NUMBER:				CIDB CRS NUMBER:		N/A			
TCS PIN				FACSIMILE NUMBER:					
E-MAIL ADDRESS:									
TELEPHONE NUMBER:				CELLPHONE NUMBER:					
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?						YES	NO		
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)						YES	NO		
HAS THE DECLARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED? (MBD 15)						YES	NO		
DECLARATION									
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Knysna Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.									
NAME (PRINT)					SIGNATURE				
CAPACITY					DATE				

 Knysna Municipality • Munisipaliteit • uMasipala INCLUSIVE. INNOVATIVE. INSPIRED.	KNYSNA MUNICIPALITY			
	TENDER NOTICE AND INVITATION TO BID			
	NOTICE NO :	1	DEPARTMENT:	INFRASTRUCTURE SERVICES
ADVERTISED IN:	KNYSNA-PLETT HERALD, ACTION ADS, MUNICIPAL NOTICE BOARD, MUNICIPAL WEBSITE, E-TENDER PORTAL			
BID NO:	T 06 of 2026/27	PUBLISHED DATE:	09 July 2026	
Bids are hereby invited for (Tender Description):	Hire of Plant and Equipment on as-and-when required basis for a period of 36 Months			
CLOSING TIME AND DATE:	No later than 12H00		On the Date:	12 August 2026
	Bids will be opened immediately thereafter, in public at the Knysna Municipality, Supply Chain Management Unit, Finance Building, Queen Street, Knysna			
AVAILABILITY OF BID DOCUMENTS:				
Tender Documents will be available at no charge from the Knysna Municipality Website at www.knysna.gov.za Website navigation is as follow: Do Business – Bidding Opportunities - Tenders – Current Tenders				
Date Available:	02 July 2026		Non-refundable Documentation Fee:	n/a
BID RULES:				
1. Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed with the bid number, description and closing date of the bid, and be deposited in the bid box, at the office of the Knysna municipality, supply chain management unit, finance building, queen street, Knysna. Bids will be evaluated according to the 90/10 preference points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2022. The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE AS DEFINED IN THE MUNICIPAL SUPPLY CHAIN MANAGEMENT REGULATIONS (GOVERNMENT GAZETTE NO 40553 DATED 20 JANUARY 2017).. Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the CSD. Application forms are obtainable from the official website – www.knysna.gov.za.				
Preferential Procurement Point System Applicable		80/20	Local Content Requirement	N/A
CIDB Registration Required		Not Applicable		Validity Period
180 Days				
Notwithstanding the period of validity of bids as set out in the bid documents, the Municipality reserve the right to request validity extension. Failure of bidder/s to accept or confirm the bid validity extension period on or before the closing date, it will be accepted that there are no objections to the extension of the bid validity period.				
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:		ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:		
Section:	Electro-Technical		Section:	Supply Chain Management
Contact Person:	Denver Lavack		Contact Person:	Mzwanele Mato
Tel:	Written Enquiries Only		Tel:	Written Enquiries Only
Email:	dlavack@knysna.gov.za		Email:	mmato@knysna.gov.za

Authorised by:	ACTING MUNICIPAL MANAGER	MR. B.M NGUBO
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Version 1.4

MBD 2

KNYSNA MUNICIPALITY**TAX CLEARANCE CERTIFICATE REQUIREMENTS**

It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations, before an award may be considered.

1. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. Applications for Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

MBD 4

KNYSNA MUNICIPALITY DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.														
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.														
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.														
3.1.	Full Name of bidder or his / her representative:														
3.2.	Identity number:														
3.3.	Position occupied in the Company (director, trustee, shareholder ²)														
3.4.	Company Registration Number:														
3.5.	Tax Reference Number:														
3.6.	VAT Registration Number:														
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.														
3.8.	Are you presently in the service of the state*												YES / NO		
3.8.1.	If yes, furnish particulars.														
3.9.	Have you been in the service of the state for the past twelve months?												YES / NO		
3.9.1.	If so, furnish particulars.														
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?												YES / NO		
3.10.1.	If so, state particulars.														
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?												YES / NO		
3.11.1.	If so, state particulars.														

3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number
CERTIFICATION			
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
¹ MSCM Regulations: "in the service of the state" means to be -			
a)	a member of – (i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;		
b)	a member of the board of directors of any municipal entity;		
c)	an official or any Municipality or municipal entity;		
d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);		
e)	a member of the accounting authority of any national or provincial entity; or		
f)	an employee of Parliament or a provincial legislature.		

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

MBD 6.1

KNYSNA MUNICIPALITY

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
(delete whichever is not applicable for this tender).
 - a) The applicable preference point system for this tender is the **90/10** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
 - (a) Price; and
 - (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

NB: BBBEE Certificate will be applied in order to allocate preference points. The 90/10 preference points system is applicable in this tender.

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level of Contributor				
1	10	N/A		N/A
2	9	N/A		N/A
3	6	N/A		N/A
4	5	N/A		N/A
5	4	N/A		N/A
6	3	N/A		N/A

7	2	N/A		N/A
8	1	N/A		N/A
Non-compliant contributor	0	N/A		N/A

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any

- organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

MBD 8

KNYSNA MUNICIPALITY			
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1.	This Municipal Bidding Document serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.		
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
2.1.	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
2.2.	been convicted for fraud or corruption during the past five years;		
2.3.	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
2.4.	been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	Yes / No	
3.2.	If so, furnish particulars:		
3.3.	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes / No	
3.4.	If so, furnish particulars:		
3.5.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes / No	
3.6.	If so, furnish particulars:		
3.7.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes / No	
3.8.	If so, furnish particulars:		
3.9.	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes / No	

3.10.	If so, furnish particulars:	
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MBD 8

4.	CERTIFICATION		
I, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.			
NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
WITNESS 1		WITNESS 2	

MBD 9

KNYSNA MUNICIPALITY**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
2. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
3. This Municipal Bidding Document serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number: T 06 of 2026/27

Description: Hire of plant and equipment on as-and-when required basis for a period of 36 months

in response to the invitation for the bid ISSUED by the **Knysna Municipality**, do hereby make the following statements that I certify to be true and complete in every respect:

certify, on behalf of (Name of Bidder):

That:

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation.
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices.
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices.
 - d) the intention or decision to submit or not to submit, a bid.
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

KNYSNA MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf of:			(name of the enterprise)	
I hereby acknowledges that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Knysna Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
To the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S Director / Shareholder / Partners, etc.:				
Director / Shareholder / partner	Physical address of the Business	Municipal Account number(s)	Physical residential address of the Director / shareholder / partner	Municipal Account number(s)
NB: Please attach certified copy(ies) of ID document(s)				
NB: Please attach copy(ies) of Municipal Accounts				
Number of sheets appended by the tenderer to this schedule (If nil, enter NIL)				

Therefore hereby agrees and authorizes the Knysna Municipality to deduct the full amount outstanding by the Tenderer or any of its directors/members/partners from any payment due to the tenderer; and

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

NAME OF ENTERPRISE			
NAME (PRINT)			
CAPACITY			
SIGNATURE		DATE:	

COMMISSIONER OF OATHS Signed and sworn to before me at _____, on this _____ day of _____ 20__ by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience. COMMISSIONER OF OATHS:- Position: _____ Address: _____ Tel: _____	Apply official stamp of authority on this page:
--	--

Version 3.0

MBD 16**KNYSNA MUNICIPALITY****GENERAL CONDITIONS OF CONTRACT****1. DEFINITIONS**

The following terms shall be interpreted as indicated:

"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"Contract"	means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"Corrupt practice"	means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"Country of origin"	means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"Delivery into consignees store or to his site"	means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
"Dumping"	occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
"Force majeure"	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
"Fraudulent practice"	means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"Imported content"	means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.

"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.
"Services"	means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"Turnkey"	means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
"Written" or "in writing"	means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

7.3.2. a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

10.1. Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. Insurance

11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
- 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts: 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made by the purchaser no later than thirty (30) days after submission of an invoice, statement or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. Assignment

19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the firstmentioned person, is or was in the opinion of the purchase actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

23.6.2. the date of commencement of the restriction

23.6.3. the period of restriction; and 23.6.4.

the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Notwithstanding any reference to mediation and/or court proceedings herein,

27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1. The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

KNYSNA MUNICIPALITY**TENDER SPECIFICATIONS****TENDER NUMBER:****T 06 of 2026/27****TENDER DESCRIPTION:****HIRE OF PLANT AND EQUIPMENT ON AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS****1. BACKGROUND**

Knysna Municipality invites suitable tenderers for the Hire of Plant and Equipment on as-and when required for a period of 36 months.

2. SCOPE OF WORK

This tender calls for the supply and delivery of hired plant and equipment with proof of ownership for Knysna Municipality.

2.1. The tenderers must submit copies of the insurance, license and registration or proof of ownership or Lease Agreement of all the plant and equipment tendered for in the tender document failure to submit will invalidate the bid

2.2. The quantities cited on the pricing schedule are for indicative purposes and based upon available budget and operational requirements. Knysna Municipality reserves the right to increase quantities at its discretion within the award period.

2.3. The tender will be awarded per item; bidders may tender for more than one item's and they will not be disqualified.

2.4. Three Suppliers will be appointed per item to enable more efficient and effective service delivery. If bidder number one is not available, an alternative bidder will be requested to supply the equipment or plant.

2.5. Establishment shall mean that the plant or equipment is delivered and ready for operation at any of the sites as specified in the pricing schedule, prices will be fixed for normal working hours ,weekends, public holidays.

2.6. Normal working hours for the Municipality:

- Normal working hours is from 07h30 – 16h30 from Mondays to Thursdays
- Normal working hours is from 07h30 – 13h30 on a Friday
- Flat rate
- Service provide are required to render service on weekend and public holidays and for emergencies
- Delivery point for Supply and delivery of vehicles: **Knysna Municipality, Mechanical workshop, 18 Fechter Street, Industrial area, Knysna 6570.**

3. APPLICABLE LAWS AND REGULATIONS

The successful service provider must adhere to the following legislation, but this does not exclude any other legislation that may be relevant to this bid.

- 3.1. Supply Chain Management (SCM) Regulations
- 3.2. Preferential Procurement Regulations, 2022
- 3.3. Knysna SCM Policy
- 3.4. National Road Traffic ACT , 1996 (Act no. 93 of 1996)
- 3.5. Government Notice R 1125 of 16 November 2001
- 3.6. The Atmospheric Pollution Prevention Act, 1965(Act 45 of 1965)
- 3.7. National Environmental Management: Air Quality Act No 39 of 2004

3.8. SANS 524-1. Accredited body building vehicle manufacturer (complete, chassis cab, body, tank, pump, plumbing)

4. SPECIFICATION REQUIREMENTS

The following categories of plants and equipment are required:

Bidders must select section(s) they are tendering for.

- If no selection is made, the bid will be deemed as non-responsive.
- Bidder must supply evidence as per section and plant covered under insurance
- Award will be done per section

Section	Category	Bidder's selection with a (✓)
1	15" Wood Chipping Machine Trailer	
2	Jetting Machine fitted on a robust high-speed trailer	
3	Walk behind Pedestrian Roller	
4	Ride on Roller (Sit-on-roller)	
5	Mini Paver	
6	Road Sweeper	
7	Skid Steer loader with backhoe attachment	
8	Mini Excavator	
9	500mm Road Concrete Asphalt Milling Machine	
10	Truck mounted jetting machine	
11	5m ³ – 7m ³ Tipper Truck	
12	15m ³ Refuse Compactor truck	
13	Hook lift 6x4 Truck with a 4 axle draw bar roll-on trailer	
14	Truck fitted with a hydraulic 30-35mt Crane	
15	8 000 - 10 000L Water tanker	
16	4 000 - 7 000L Water tanker	
17	4 000 - 7 000L Honey sucker truck	
18	4000/5000 combination high pressure water and vacuum drain cleaning machine	

19	Backhoe Loader	
20	Front End Loader	
21	Motor Grader	
22	Track Excavator	
23	Wheel Excavator	
24	Medium Dozer	
25	Pneumatic Roller	
26	Roller 9 - 12Ton	
27	Logger or Similar	
28	Horizontal Grinder	
29	6x4 Roll Back Towing Truck	
30	40 – 60-ton Low-bed Abnormal Truck	
31	16000-18000L Water tanker	
32	18m³ to 36m³ Water Tanker	
33	Tractor with bush cutter	

6.	CONDITIONS	Comply: YES/NO	
ITEM No.	The following tender conditions are compulsory. Failure to comply to any of the below mentioned tender conditions will result in a tenderer being deemed as non-responsive.		Attach proof
1.	Tenderers must submit proof of ownership or lease agreement and insurance for all the plant and equipment items offered for rental. The vehicles shall be supplied fully licensed with fitted registration number plates and all permits where applicable Copy of Plant Registration Certificates/ Document or Proof Purchase invoices/ certificate and proof of plant insurance must be attached to this document.		
2.	Tenderers must submit proof of insurance Plant list		
3.	A proof that all vehicles and plant are fitted with the GPS tracking/monitoring system, monitoring driving methods, vehicle performance and utilisation. The Service Provider must submit a printout report when submitting the invoice as and when required. The report must provide the following information: • Vehicle registration number • Vehicle model • Date and time If the vehicle lacks a GPS tracking or monitoring system, it must be equipped with one upon award, The tracker report must be submitted together with the invoices upon the completion of the work.		
	<u>Conditions</u> If the response is negative, the bidder will not undergo further evaluation.	Yes	No
4.	Upon the awarding of the tender, a site inspection will be carried out at no expense to the municipality. The tenderer must facilitate access for the inspection of the company's premises. Either through a conference video call or in person to confirm the premises. The following documentation is required on-site: 1. Copies of plant registration 2. Proof of company registration 3. Proof of insurance		
5.	All the instruments in the vehicle shall be calibrated in the correct SI units as recommended by the Metrication Advisory Board.		
6.	<u>Full training and instructions</u> shall be provided to ensure correct operating of the plant and equipment when required		
7.	Bidders are also responsible to ensure that vehicles/ machines that includes a driver/ operator, the driver/ operator has the appropriate driver's license and, or valid operator's certificate, as well as medically fit to drive or operate the required vehicles/ machines. Thus, proof of such driver's license or valid operator certificate must be provided at every rental upon being demanded.		

8.	There will be no payment whilst the hired items are non-operational due to one or more of the following reasons: Servicing of the machine Mechanical breakdown No operator or driver Refuelling or awaiting fuel or lubricants Disruption of work – riots, commotion, politically motivated sabotage Strike or service delivery action		
9.	All operators of plant / machines of bidders MUST have in their machine or possession a duplicate or triplicate time sheet book which must be completed properly and fully. Provision for the following information (minimum requirement) must be made in this book: i. Date ii. Machine type iii. Job site iv. Clock start time (time of day) v. Clock end time (time of day) vi. Machine hour meter / odometer start reading vii. Machine hour meter / odometer end reading. viii. Remarks / Description of work ix. Operator name and provision for his / her signature x. Client representative name and provision for his / her signature Add pro-forma time sheet as example xi. The vehicle time sheet book must be completed and signed off by the duly authorised municipal official.		

7. Technical specifications	
DESCRIPTION	COMPLY YES/NO
SECTION 1	
15" WOODCHIPPER TRAILER	
Dual Sided, Chambered air impeller system	
Increase chip throwing velocity and reduces dust and material blowback	
Hydra-lift top feed wheel compression system	
Hydraulic Capacity: Not more than 60 litres	
Operator Safety Shield	
Towable	
Spare tire tyre and mount	
Infeed curtain	
Pusher paddle	
Telescoping drawbar	
Fuel type: Diesel	
Chipping Capacity: 15"	
Height: At least 2,5 m	
Width: At least 2 m	

Length: At least 5 m	
Infeed Opening: At least 80 cm H x 140 cm W	
Throat opening: At least 40 cm H x 50 cm W	
Horsepower (Power): 90 – 120 kW	
Fuel tank: Not more than 130 litres	
Tyres sizes: At least A/T 245/70R16	
SECTION 2: JETTING MACHINE FITTED ON A HIGH-SPEED TRAILER	COMPLY YES/NO
PUMP AND TANK SIZE	
Flow: At least 150L/min	
Pressure :120 bar	
Engine :4-cylinder electric start diesel engine	
Power: At least 40kW @ 2200 rpm	
Hose: At least 120m x22mm(3/4") light weight sewer hose	
Breaker Tank 500L corrosive resistant	
Hydraulically Operated reel	
The pump and tank must be mounted into the robust all-steel high-speed trailer	
NOZZLES	
3/4" Penetrating Nozzle	
3/4" Storm Bomb	
3/4" Chain Flail Nozzle	
Section 3: WALK BEHIND PEDESTRIAN ROLLER	COMPLY YES/NO
ENGINE:	
Fuel Type: Diesel	
Min Power Output: Not less than 6 kW	
OPERATING	
Operating weight: At least 700 kg	
Hydraulic system: Driving fully hydraulic	
Compaction: 6 – 8 Ton	
DIMENSIONS & CAPACITIES	
Drum width: At least 650mm	
Drum diameter: At least 400mm	
Machine width: At least 700mm	
Fuel Tank capacity: At least 5L	
ENGINE:	
Min Power Output: Not less than 7 kW	
Transmission type: Hydrostatic	
Steering type: Hydraulic	
OPERATING	
Operating weight: At least 1300 kg	
Auger: Automatic controlled	
Conveyor belt: One conveyor, reversible and automatic controlled	
Heating: Gas	
DIMENSIONS & CAPACITIES	
Min theoretical paving capacity At least 35 t/h	
Mat thickness At least 5-100mm	

Standard paving width	At least 800 - 1300mm	
Hopper capacity	At least 0,6 m3	
Section 4 RIDE ON ROLLER (Sit-on-roller)		COMPLY YES/NO
ENGINE:		
Fuel Type:	Diesel	
Min Power Output:	Not less than 26 kW	
OPERATING		
Operating weight:	At least 2900 kg	
Vibration System	Single shaft, hydrostatically driven in both drums	
DIMENSIONS & CAPACITIES		
Drum Diameter:	At least 650mm	
Drum width:	At least 1200mm	
Water Tank capacity:	At least 100L	
Overall height:	Not more than 2 200 mm	
Width:	Not more than 1 700 mm	
Ground Clearance:	At least 190 mm	
Bucket height at maximum lift:	At least 2 800 mm	
Section 5 Mini Paver		COMPLY YES/NO
a compact, highly maneuverable asphalt laying machine		
Section 6 Road sweeper		COMPLY YES/NO
Highly manoeuvrable		
perfect for roads, parks, and parking lots		
Diesel		
Ride on		
Section 6: 45KVA TO 150KVA GENERATOR		COMPLY YES/NO
Power Rating:	45Kva to 150Kva (Prime) / 36kW to 50kVA (Standby)	
Engine:	Diesel (Perkins, Baudouin, Cummins, or Yanmar)	
Voltage:	3-Phase (400V/230V standard), or switchable single-phase	
RPM:	1500 or 1800 RPM (50/60Hz)	
Fuel Consumption:	Approx. 8 - 11 litres per hour at 75%-100% load	
Tank Capacity:	80L - 260L	
Weight:	~1085kg - 1354kg	
Dimensions:	~2.6m - 3.3m (L) x 1.1m (W) x 1.5m - 1.6m (H)	
Section 7 Skid steer loader with attachments		COMPLY YES/NO
Moving dirt, loading gravel, and levelling soil		
Engine Power:	51 – 74 hp	
operating Weight:	3500kg	
Rated Operating Capacity:	1200kg	
Best For:	Grading, material handling, construction	
Hydraulic system must accompany milling attachment, sweeper. and braker		
Section 8: MINI EXCAVATOR WITH ATTACHMENTS		COMPLY YES/NO
Fuel Type:	Diesel	
Displacement:	At least 2000 cc	

Max Power Output: At least 35 kW	
BACKHOE ATTACHMENT:	
Maximum dig depth: At least 3 000 mm	
Operating height: At least 2 000 mm	
Must have hydraulic stabilizers lower to secure the backhoe to the ground	
Must be of heavy-duty structure for long working life and strong breakout forces	
The Skid Steer must be supplied with the bucket loader and all road repairing attachments	
Section 9: 500mm road concrete asphalt milling machine	COMPLY YES/NO
Milling Width: 500 mm	
Milling Depth: 0–150 mm, up to 210 mm on some models	
Engine Power: 92 kW - 102 kW (approx. 125-136 HP)	
Operating Weight: 6,900 kg - 8,000 kg	
Working Speed: 0–25 m/min	
Milling Radius: 350 mm	
Features: Hydraulic drive, water sprinkler system for dust	
Section 10 TRUCK MOUNTED JETTING MACHINE	COMPLY YES/NO
PUMP AND TANK SIZE	
Flow: At least 150L/min	
Pressure: 120 bar	
Engine: 4-cylinder electric start diesel engine	
Power: At least 40kW @ 2200 rpm	
Hose: At least 120m x 22mm (3/4") light weight sewer hose	
Hydraulically Operated reel	
Min Breaker Tank: At least 1000L corrosive resistant	
NOZZLES	
3/4" Penetrating Nozzle	
3/4" Storm Bomb	
3/4" Chain Flail Nozzle	
Section 11: 5 m3 TO 8 m3 TIPPER TRUCK	COMPLY YES/NO
MANUFACTURER	
ENGINE:	
Fuel Type: Diesel	
Min Power Output: At least 190 kW	
Min Torque: At least 750 Nm	
CHASSIS FRAME	
Cold riveted ladder frame with parallel side rails	
High tensile weldable steel side members	
TIPPER BODY	
All steel body: Auto release two-way tailgate	
Shovel rack, LHS and RHS rope rails	
Mounted non-slip side steps and grab handles	
At least 20 sec. raise/20 sec lower time.	
Cubic volume to be at least 5m3 to 8m3	

Section 12:15cm³ REFUSE COMPACTOR TRUCK	COMPLY YES/NO
Min Power Output: Not less than 180 kW	
Min Torque: Not less than 900 Nm	
CAB & FEATURES:	
2.5kg fire extinguisher	
Tilt cab	
Amber flasher unit must be fitted on the top of the Cab	
Reverse warning beeper	
Four-unit truck amber light with flasher box fitted on the rear of the Compactor.	
Vehicle shall be fitted with a Power Take- Off (PTO).	
CREW COMPARTMENT	
Waterproof crew compartment with seating for 4 – 6 persons, fitted between the body and the cab.	
Lockable door.	
Adequate windows / ventilation is required.	
COMPACTOR BODY 15m³ (Heil PT 1100 or equivalent)	
The hopper shall have a minimum capacity of 2.3m ³ . The hopper floor of the compactor shall be manufactured from the high abrasion resistant steel.	
The packing cycle time shall be no more than 20 seconds.	
The operator reload time shall be no greater than 7 seconds.	
Packing cycle control shall be mechanical, lever operated. It shall be a two-lever design, the operator shall have the capability to start, stop and reverse at any time throughout the parking cycle.	
Controls should include a bell, buzzer or a simple inter communication system between the driver and the crew at the rear.	
Rear step, mounted on the sides of the tailgate shall be super safe slip resistant and self-cleaning material.	
Two grab handles shall be located on each side of the tailgate for operator safety and comfort.	
Reflective tape 80% of the length of chassis – cab and body as per road Traffic Act	
Operators and service parts manuals must be provided for the truck.	
BIN LIFTER HEIGHT ADJUSTABLE	
Bin lifter shall be capable of handling 2 x 140/240 litres of “wheelie bins” individually or simultaneously without interference of each other’s operation or performance.	
The hand lever-operated controls shall be mounted on either side of the lifter to control the lifting operations individually and separately.	
The lifter shall be fitted with safety screens / guards to protect personnel and adequately shield them from dust and rejected refuse.	
The lifter shall match the hopper sill of the compactor to allow for the continued loading of loose refuse bags	

The lifter shall be painted in Safety Yellow colour.	
Max lift above ground: At least 400 mm	
Max digging depth: At least 770 mm	
Penetration force: At least 4080 kg	
Pump Output: At least 150l/min	
Section 13: HOOK LIFT 6X4 TRUCK WITH A 4 AXLE DRAW BAR ROLL-ON TRAILER	COMPLY YES/NO
ENGINE:	
Min Power Output: Not less than 250 kW	
Min Torque: Not less than 1400 Nm	
TELESCOPIC HOIST	
Type: AL16	
Maximum lifting capacity: 16 tons	
Loading angle: 21 degrees	
Tipping angle: 56 degrees	
Equipment net weight: 1800 kg	
Container length: Min- 4800mm and Max- 5600mm	
Body locking Rear hydraulic body locking (outside or inside)	
FOUR AXLE DRAW BAR ROLL-ON TRAILER	
Width: At least 2600mm	
Deck height (unloaded): At least 1400mm	
Automatic slack adjusters	
Axles and rims dual fitment	
CAB & FEATURES:	
Type: Sleeper/Medium	
No. of seats: Three (3)	
Speed Limiter: 80 km/h	
4,5kg fire extinguisher	
Amber flasher unit must be fitted on the top of the Cab	
Reverse warning beeper	
Section 14: TRUCK FITTED WITH A HYDRAULIC 30-35mt CRANE	COMPLY YES/NO
ENGINE:	
Min Power Output: Not less than 200 kW	
Min Torque: Not less than 850 Nm	
CAB & FEATURES:	
Type Sleeper/Medium	
No. of seats: Three (3)	
Speed Limiter: 80 km/h	
Body Drop sides: Heavy duty headboard	
Colour: Standard Factory white	
DESCRIPTION: SPECIFICATIONS	
Single Link Plus: Yes	
Overload protection: Yes	
Max. lifting moment: 30 – 35 mt	
Max. lifting capacity: At least 8500 kg	
Max. hydraulic outreach: At least 14 m	

Max. manual outreach: At least 21 m	
Slew angle: 400°	
Slew torque: At least 3 mt	
Stabiliser spread:	
Standard: 6 m	
Maximum: 6 m	
Width folded: 2.5 m	
Max. operating pressure: 300 bar	
Dead weight At least 3100 kg	
Bucket Capacity: 1,6 m ³ – 3,5 m ³	
Width: Not less than 2 000 mm	
ADDITIONAL FEATURES/EQUIPMENT	
Toolbox: Yes	
Working lights: At least 6 front and 2 rear working	
Turn signal/flashing: 2 front and 2 rear	
Beacon light: Yes	
Anti-slip steps: Yes	
SECTION 15: 8000L -10 00L WATER TRUCK	COMPLY YES/NO
Tank Capacity: 8000L -10 000L	
Tank Material: Stainless steel or Carbon sheet with nontoxic treatment	
Flow Speed: minimum 1000L /MIN	
Delivery Head: minimum 90m	
Suction Head: minimum 7m	
Hose: High quality anti-aging	
SECTION 16: 4000L- 6000L WATER TRUCK	COMPLY YES/NO
Tank Capacity: 4000L -6000L	
Tank Material: Stainless steel or Carbon sheet with nontoxic treatment	
Flow Speed: minimum 600L /MIN	
Delivery Head: minimum 90m	
Suction Head: minimum 7m	
Hose: High quality anti-aging	
Section 17: 4 000 - 7 000L HONEY SUCKER TRUCK	COMPLY YES/NO
Tank capacity: 4 000 - 7 000 litres	
Tank material At least Stainless steel or Carbon Steel or SABS approved tank systems, safe for human body.	
Flow rate: At least 5000 litres/min	
Vacuum Pressure: At least 0.80 bar	
Vacuum Pump: High efficient and at least 90% vacuum rate, quick suction and discharge, with suction lift of not less than 5 meters.	
Suction head: At least 7 meters	
Hose: High quality wire strengthen hose.	
CAB & FEATURES:	
Type: Sleeper/Medium	
No. of seats: Three (3)	
Speed Limiter: 80 km/h	

Section 18: 4000/5000 COMBINATION HIGH PRESSURE WATER AND VACUUM	COMPLY YES/NO
TANK CONSTRUCTION	
Total tank capacity must be 9 000 litres with a total payload of 4 500 kg.	
The body construction must be of 3CR12 4.5 mm stainless steel.	
WASTE TANK	
Tank capacity must be 5000 litres	
Isolation Valve must be a DN150 Pneumatic butterfly valve between the vacuum tank and cyclones.	
Main Drive:	
Max continuous torque to be at least 21 Nm	
Max Instantaneous torque to be at least 30 Nm	
Auxiliary Output:	
Max power available at shaft to be at least 110 kW	
Max torque available at shaft to be at least 1.2 Nm	
Auxiliary outputs function with independent pneumatic control.	
The main drive must be protected from engaging while the truck is in motion. It can only be engaged once the handbrake has been set.	
VACUUM PUMP	
Vacuum pump with tri-lobed rotors and lateral injection cooling system.	
Flow should be at least 2100 m ³ @ 0% Vacuum, 1400 m ³ @ 60% Vacuum	
Power must be at least 58 kW	
Vacuum must be at least 80 kPa	
Inline filter must be between the tank and the vacuum pump	
Noise must be not more than 80 dB	
Temperature cut-out to prevent vacuum pump from running hot.	
CYCLONE FILTRATION	
Cyclone must be fitted with a sight glass, 150mm Perrot for cleaning and a 50mm ball valve to drain the cyclone.	
High-level sensor to give a warning if the cyclone is filled to a dangerous level.	
HIGH PRESSURE PUMP	
Flow to be at least 260 l/m	
Pressure to be at least 150 bar	
Power to be at least 70 kW	
Booster pump:	
Flow rate must be 500 l/m	
Pressure 2.5 bar	
HOSE REEL	
Max hose length to be at least 120 m	
Hydraulically chain driven forward and reverse.	
Hose Tray:	

Mounted on the passenger side running the full length of the tank	
Must be of 2mm 3CR12 Stainless Steel	
FEATURES	
Reflective tape 80% of the length of chassis – cab and body as per road Traffic Act	
Blade Semi-Universal	
Blade capacity: At least 6 m ³	
Operating Weight: At least 21 800 kg	
Ground Pressure: At least 64 kPa	
ADDITIONAL FEATURES/EQUIPMENT	
Toolbox: Yes	
Working lights: Yes	
Anti-slip steps: Yes	
SECTION19: BACKHOE LOADER	Comply YES/NO
Fuel Type: Diesel	
Gearbox Power Shift	
Displacement 4 400 cc – 4 500 cc	
Min Power Output Not less than 70 kW	
Min Torque Not less than 350 Nm	
Hydraulic pump Open Centre Tandem Gear	
Backhoe flow At least 120 L/min	
Loader flow At least 100L/min	
Digging Depth Not less than 5 800 mm	
Truck loading height Not less than 5 700 mm	
Bucket rotation At least 190 degrees	
Bucket digging force At least 50 Kn	
Bucket Capacity 1 m ³ – 1.5 m ³	
Breakout force At least 45 kN	
Width Not less than 2 000 mm	
Lift to full height Not less than 2 500 kg	
Digging depth below ground level At least 140 mm	
Tool box Yes	
Working lights At least 4 front and 2 rear working	
Turn signal/flashing 2 front and 2 rear	
Beacon light Yes	
Anti-slip steps Yes	
Section 20: FRONT END LOADER	COMPLY YES/NO
Fuel Type Diesel	
Min Power Output Not less than 70 kW	
Min Torque Not less than 350 Nm	
Min engine speed At least 2300 r/min	
Operating weight At least 9000 kg	
Bucket Capacity 1,6 m ³ – 3,5 m ³	
Width Not less than 2 000 mm	
Tool box Yes	
Working lights At least 6 front and 2 rear working	
Turn signal/flashing 2 front and 2 rear	

Beacon light	Yes	
Anti-slip steps	Yes	
SECTION 21: MOTOR GRADER		COMPLY YES/NO
Fuel Type	Diesel	
Gearbox	Power Shift	
Max Power Output	Not less than 90 kW	
Displacement	At least 7.0 l	
Bore	At least 100 mm	
Stroke	At least 120 mm	
Number of Cylinders	6	
Blade width	At least 3 m	
Moldboard Height	At least 600 mm	
Thickness	At least 22 mm	
Max lift above ground	At least 400 mm	
Max digging depth	At least 770 mm	
Penetration force	At least 4080 kg	
Pump Output	At least 150l/min	
Tool box	Yes	
LED working lights	At least 6 front and 2 rear working	
Turn signal/flashing	2 front and 2 rear	
Beacon light	Yes	
Anti-slip steps	Yes	
SECTION 22: TRACK EXCAVATOR		
Fuel Type	Diesel	
Min Power Output	Not less than 110 kW	
Displacement	At least 7.0 l	
Bore	At least 100 mm	
Stroke	At least 130 mm	
Main system min flow	At least 420l/min	
Max pressure	At least 35 000 kPa	
Swing speed	At least 11 r/min	
Max swing torque	At least 82 kN-m	
Boom	To reach at least 5 m	
Bucket	At least 1 m ³	
Bucket digging force	At least 150 kN	
Max digging depth	At least 6700 mm	
Ground clearance	At least 470 mm	
Track length	To be at least 4400 mm	
Fuel tank capacity	At least 300 litres	
Hydraulic system	At least 230 litres	
Tool box	Yes	
Working lights	At least 4 front and 2 rear working	
Anti-slip steps	Yes	
SECTION 23: WHEEL EXCAVATOR		
Fuel Type	Diesel	
Min Power Output	Not less than 120 kW	

Displacement	At least 7.0 l	
Number of Cylinders	6	
Bore	At least 100 mm	
Stroke	At least 130 mm	
HYDRAULIC SYSTEM		
Max flow- Swing	At least 110l/min	
System	At least 270 litres	
Max swing torque	At least 43 kN-m	
DIMENSIONS & CAPACITIES		
Bucket	At least 1 m3	
Swing Speed	At least 9 r/min	
Max digging depth	At least 6200 mm	
Ground clearance	At least 370 mm	
Tires	Dual Pneumatic	
Blade width	At least 2500 mm	
Blade type	Parallel	
Tool box	Yes	
Working lights	At least 4 front and 2 rear working	
Anti-slip steps	Yes	
SECTION 24: MEDIUM DOZER		
Fuel Type	Diesel	
Min Power Output	Not less than 150 kW	
Max flow- Swing	At least 110l/min	
System	At least 270 litres	
Max swing torque	At least 43 kN-m	
Blade	Semi-Universal	
Blade capacity	At least 6 m3	
Operating Weight	At least 21 800 kg	
Ground Pressure	At least 64 kPa	
Tool box	Yes	
Working lights	Yes	
Anti-slip steps	Yes	
Section 25: PNEUMATIC ROLLER -		COMPLY YES/NO
ENGINE:		
Fuel Type: Diesel		
Min Power Output: Not less than 70 kW		
DIMENSIONS & CAPACITIES		
Operating weight: At least 5300 kg		
11-wheel compaction width bias tire: At least 2100mm		
Ground clearance: At least 260mm		
Overall length: At least 4200mm		
Water Spray Tank Capacity: At least 340L		
ADDITIONAL FEATURES/EQUIPMENT		
Working lights: Yes		
Anti-slip steps: Yes		

Section 26 : 9- 12 Ton Roller	COMPLY YES/NO
ENGINE:	
Fuel Type: Diesel	
Max Power Output: Not less than 80 kW	
OPERATING	
Operating weight: At least 7900 kg	
Max travel speed: At least 12 km/h	
Vibration Selection Independent per drum, front only, rear only, both	
DIMENSIONS & CAPACITIES	
Operating weight: At least 7900 kg	
Standard Compaction Width: At least 1500mm	
Overall width: At least 1600mm	
Max Compaction width: At least 1600mm	
Drum Diameter: At least 1100mm	
Max force per drum At least 75 kN	
Min force per drum At least 30 kN	
Fuel Tank capacity At least 200L	
Water Spray Tank Capacity At least 700L	
ADDITIONAL FEATURES/EQUIPMENT	
Tool box Yes	
Working lights Yes	
Anti-slip steps Yes	
Section 27 LOGGER	
ENGINE Diesel	
Gross Power 57 kW @ 2,200 rpm	
Operating Weight 5,965 kg	
Load Limit Up to 1,568kg	
SECTION 28: Horizontal Grinder(chipper)	
Drum Type: Duplex Drum Speed: 1200 rpm	
Drum Type: Duplex Drum Speed: 1200 rpm	
Gross Horsepower: 950 hp (708 kW)	
Section 29: 6X4 ROLL-BACK TOWING TRUCK	COMPLY YES/NO
Configuration: At least 6x4	
GVM: at least 22 000kg	
Payload: 11 000kg – 20 000kg	
Tare: At least 28 000kg	
Towing Capacity: At least 12Ton	
Section 30 40 -60 ton Low bed Abnormal load	
Payload Capacity: 40,000 kg (40 tons)	
Overall Length: 11,500 mm to 14,500	
Deck Length: 8,500 mm to 9,500 mm	
Section 31: 16 000L TO 18 000L WATER TANKER	COMPLY YES/NO
Capacity: 16,000 Litres (16m ³) to 18,000 Litres (18m ³).	
Tank Material: High-grade steel, typically 5mm or 6mm thick Carbon Steel with non toxic treatment	

Pump & Flow: Often equipped with a 40m³/h (or similar) gear oil pump, self-suction, and self-flow capabilities.	
Discharge Pressure: Approx. 0.2 MPa.	
Chassis & Drivetrain	
Drive Configuration: 6x4 (most common) or 6x6 for rougher terrain.	
Engine Power: between 251hp and 350hp	
Transmission: 6-speed to 10-speed manual (e.g., FAST 10-speed or 12-speed).	
Suspension: Leaf springs (e.g., 9/10, 9/13, 10/12).	
Tyres: 11.00-20, 12.00-20, or 295/80R22.5 radial tires (usually 10+1 spare).	
3. Vehicle Dimensions & Weight	
GVW (Gross Vehicle Weight): 25,000 kg – 33,000 kg.	
Curb Weight: Approx. 10,000 kg – 13,000 kg.	
Overall Length: 9,500mm – 11,500mm.	
Wheelbase: Approx. 4,300mm–4,600mm + 1,350mm	
Section 32 18m³ to 36m³ Water Tanker	COMPLY YES/NO
Typically mounted as articulated semi-trailers.	
Tank Material: High-grade steel, typically 5mm or 6mm thick Carbon Steel with non-toxic treatment	
Engine Power: between 251hp and 350hp	
Packing cycle control shall be mechanical, lever operated. It shall be a two-lever design, the operator shall have the capability to start, stop and reverse at any time throughout the parking cycle.	
Controls should include a bell, buzzer or a simple inter communication system between the driver and the crew at the rear.	
Rear step, mounted on the sides of the tailgate shall be super safe slip resistant and self-cleaning material.	
Two grab handles shall be located on each side of the tailgate for operator safety and comfort.	
Reflective tape 80% of the length of chassis – cab and body as per road Traffic Act	
Operators and service parts manuals must be provided for the truck.	
BIN LIFTER HEIGHT ADJUSTABLE	
Bin lifter shall be capable of handling 2 x 140/240 litres of “wheelie bins” individually or simultaneously without interference of each other’s operation or performance.	
The hand lever-operated controls shall be mounted on either side of the lifter to control the lifting operations individually and separately.	
The lifter shall be fitted with safety screens / guards to protect personnel and adequately shield them from dust and rejected refuse.	
The lifter shall match the hopper sill of the compactor to allow for the continued loading of loose refuse bags	

The lifter shall be painted in Safety Yellow colour.	
Tank capacity: 4 000 – 10 000 litres	
Tank material At least Stainless steel or Carbon Steel or SABS approved tank with non-toxic treatment	
Flow rate: 1000L/min	
Delivery head: 90mm	
Section 33 Tractor with Brush cutter attachment	
blades, gearboxes, PTO shafts, and skid plates	

The map below illustrates the municipal area



Suppliers must provide plant and equipment specifications for all the sections they are bidding for.

8. GUARANTEES & WARRANTIES

Standard manufacturers' guarantees & warranties to be provided for each vehicle.

9. OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

All vehicles and equipment shall comply with all safety requirements as prescribed in the Occupational Health and Safety Act No 85 of 1993 (Latest revision). The Tenderer furthermore must accept full responsibilities as per Clause 10 of the Occupational Health and Safety Act No 85 of 1993, "General duties of manufacturers and others regarding articles and substances for use at work".

Delivery of the vehicles is subject to the requirements of the OHSA.

10. MAINTENANCE PLAN AND WARRANTY

All vehicle, plant and equipment maintenance and repairs shall remain the responsibility of the service provider including tyre and wheel damages.

11. DELIVERY

11.1. Delivery of all plant and equipment must take place to the proposed site by the User department.

11.2. Delivery must take place within the specified period of receipt of an order.

11.3. All Medium/Heavy commercial vehicles to be delivered within **1 days after the receipt of purchase order.**

12. PRICE REQUIREMENTS

12.1. Tender prices must be in ZAR Currency (Rand).

12.2. Bid prices must be inclusive of VAT

12.3. All tenders must be valid for up to **180 Days.**

12.4. The prices tendered must include all labour and other costs involved in the provision of the equipment.

12.5. Only an hourly tariff, as a wet tariff, transport costs of all the plants to various areas must be stated.

12.6. In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances.

12.7. All tendered rates shall be applicable to the Greater Knysna Area.

12.8. Tenderers may tender for any or all the items in the pricing schedule.

12.9. Low-bed charges will only apply once the low-bed operates in the Greater Knysna Area.

13. EVALUATION

Tenders will be evaluated on a comparative basis, which is the reason for the design of the tender specification and additional schedules (if applicable).

All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying supply chain management regulations), Knysna SCM Policy, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).

Points will be awarded to tenderers who are eligible for preferences in terms of MBD 6.1: Preference Point Claim Schedule (where preferences are granted in respect of B-BBEE contribution).

The terms and conditions of MBD 6.1 shall apply in all respects to the tender evaluation process and any subsequent contract.

Sections will be awarded separately. The prospective suppliers must populate, all cells or items in the pricing schedule for a specific section for price evaluation

A panel of suppliers will be appointed for each section, with a ranking number 1 to 3. The bidder ranked 2 & 3 will only be issued with an order if the bidder ranked number 1 indicates in writing that his plant is not available at that specific point in time.

Changes to products specified must be approved by Contracts Manager.

14. PRE-QUALIFICATION

N/A

15. DEFINITION OF TERMS

None

16. ABBREVIATIONS

16.1. SCM	Supply Chain Management
16.2. SANS	South African National Standards
16.3. MBD	Knysna Municipality Bidding Document
16.4. VAT	Value-Added-Tax
16.5. A/T	All Terrain
16.6. Km	Kilometre

MBD 3.1

KNYSNA MUNICIPALITY	
PRICING SCHEDULE for GOODS	
Tender Number:	T 06 of 2026/27
Tender Description:	Hiring of Plant and Equipment on as-and-when required basis for a period of 36 months
TENDER PRICE SUBMISSION	
I / We (full name of Bidder)	
the undersigned in my capacity as	
of the enterprise	
hereby offer to Knysna Municipality to provide the goods as described, in accordance with the specifications and conditions of contract to the entire satisfaction of the Knysna Municipality and subject to the conditions of tender, for the amounts indicated hereunder:	

Pricing Instructions and function of the tender post award.

- Award will be item
- Cost will be incurred in accordance with the tendered rates, on as and when required basis.
- One service provider and two alternatives will be appointed, subject to the principle of value for money
- Work will be allocated in terms of ranking in the preference points system and availability of the required plant

PRICING SCHEDULE**MBD 3.1**

KNYSNA MUNICIPALITY					
PRICING SCHEDULE FOR GOODS					
Tender Number:		T 06 of 2026/27			
Tender Description:		Hiring of Plant and Equipment on as-and-when required basis for a period of 36 months.			
15' WOODCHIPPER TAILER (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Fixed Monthly rate	1			
2.	Hourly wet rate (without operator)	1			
3.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
4.	Total Price				
5.	15% VAT				
6.	Grand Total				
7.	Price increase for Year 2				
8.	Price increase in for Year 3				
9.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				

JETTING MACHINE FITTED ON A ROBUST HIGH-SPEED TRAILER (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Fixed Monthly rate	1			
2.	Hourly wet rate (without operator)	1			
3.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
4.	Total Price				
5.	15% VAT				
6.	Grand Total				
7.	Price increase in % for Year 2				
8.	Price increase in % for Year 3				
9.	GRAND TOTAL(YEAR 1 +YEAR 2+YEAR 3)				
10.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

WALK BEHIND PEDESTRIAN ROLLER (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				

7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				
RIDE ON ROLLER (Sit-on-roller) (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

MINI PAVER

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			

2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

ROAD SWEEPER

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				

7.	Grand Total	
8.	Price increase in % for Year 2	
9.	Price increase in % for Year 3	
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)	

11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				
SKID STEER LOADER WITH BACKHOE ATTACHEMENT (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				
MINI EXCAVATOR (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered

1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				

6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

500mm ROAD CONCRETE ASPHALT MILLING MACHINE

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				

9.	Price increase in % for Year 3	
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)	
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances	

TRUCK MOUNTED JETTING MACHINE (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
	Establishment fee	1			
	De-establishment fee	1			
1.	Hourly wet rate including driver operator	1			
2.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
3.	Total Price				
4.	15% VAT				
5.	Grand Total				
6.	Price increase in % for Year 2				
7.	Price increase in % for Year 3				
8	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
9.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

5m³ - 7m³ TIPPER TRUCK (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Hourly wet rate including driver operator	1			
3	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
4.	Total Price				
5.	15% VAT				
6.	Grand Total				
7.	Price increase in % for Year 2				
8.	Price increase in % for Year 3				

9	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
10.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				
15 m³ REFUSE COMPACTOR TRUCK (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Hourly wet rate including driver operator	1			
2.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
3.	Driver accommodation	Per night			
4.	Total Price				
5.	15% VAT				
6.	Grand Total				
7.	Price increase in % for Year 2				
8.	Price increase in % for Year 3				

9	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
10.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				
HOOK LIFT 6X4 TRUCK WITH A 4 AXLE DRAW BAR ROLL-ON TRAILER (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				

6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

TRUCK FITTED WITH A HYDRAULIC 30-35mt CRANE

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

4 000 - 10 000L WATER TANKER (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				
16 to 18m3 WATER TANKER (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				

7.	Grand Total	
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8.	Price increase in % for Year 2	
9.	Price increase in % for Year 3	
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)	
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances	

18 to 30m3 WATER TANKER

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				

8.	Price increase in % for Year 2	
9.	Price increase in % for Year 3	
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)	
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances	

4 000 - 7 000L HONEY SUCKER TRUCK

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

4000/5000 COMBINATION HIGH PRESSURE WATER AND VACUUM DRAIN CLEANING MACHINE

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			

3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				
BACKHOE LOADER (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

FRONT END LOADER (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				
Mobile pump sludge and water (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				

6.	15% VAT	
7.	Grand Total	

8.	Price increase in % for Year 2	
9.	Price increase in % for Year 3	
10.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)	
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances	

TRACK EXCAVATOR

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

WHEEL EXCAVATOR

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			

3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

MEDIUM DOZER

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				

6.	15% VAT	
7.	Grand Total	
8.	Price increase in % for Year 2	
9.	Price increase in % for Year 3	
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)	
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances	

PNEUMATIC ROLLER (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

9 - 12TON ROLLER

(All cells must be fully completed)

IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION

Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				

8.	Price increase in % for Year 2	
9.	Price increase in % for Year 3	
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)	
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances	

BELL LOGGER OR SIMILAR (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10.	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11.	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

45 to 125KVA GENERATOR (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator(with one general worker)	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
11	In some instances, the municipality might not require a driver. The supplier must give a discounted rate of 10% for such instances				

ROLL BACK TOWING TRUCK (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator(with one general worker)	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				

7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
20 - 40TON LOW-BED ABNORMAL TRUCK (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator(with one general worker)	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				

8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				

70 TO 90 TON LOW-BED ABNORMAL TRUCK (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator(with one general worker)	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				
8.	Price increase in % for Year 2				
9.	Price increase in % for Year 3				
10	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)				
LOW-BED ABNORMAL TRUCK (All cells must be fully completed) IF ALL CELLS IN A SECTION ARE NOT POPULATED WITH A PRICE, THE BIDDER SHALL BE DEEMED NON-RESPONSIVE FOR THE CORRESPONDING SECTION					
Item No	Description	Quantities	Unit Price	Total Price (R) Excluding VAT	Make and Model of Vehicle Offered
1.	Establishment fee	1			
2.	De-establishment fee	1			
3.	Hourly wet rate including driver operator(with one general worker)	1			
4.	Overtime/holiday/weekend rate (to be expended on discretion of the Client)	1			
5.	Total Price				
6.	15% VAT				
7.	Grand Total				

8.	Price increase in % for Year 2	
9.	Price increase in % for Year 3	
	Grand Total Price (YEAR 1 + YEAR 2+ YEAR 3)	

Signature of Knysna Municipality Officials at Tender Opening	1.
	2.

DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicilium citandi et executandi in the Republic at:

Postal Code:

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

NAME OF ENTERPRISE:

NAME (PRINT):

CAPACITY:

DATE:

SIGNATURE

WITNESS 1

WITNESS 2

MBD 7.1

1. CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

2. PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Knysna Municipality** in accordance with the requirements and specifications stipulated in bid number **T 06 of 2026/27** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS**3. PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity
as.....
accept your bid under reference number **of T 06 of 2026/27** dated.....for the supply
of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and
conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by
the delivery note.
4. I confirm that I am duly authorized to sign this contract.
5. The contract duration will be for a period of 36 months from

to
6. The contract will be governed by the General Conditions of Contract and Special
Conditions of Contract as stipulated in the tender document.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.